

(Wholly owned Government of Karnataka Undertaking)

Ph:080-22085232 Fax: 080-22085234

E-mail: gmnj.work@gmail.com

General Manager (Ele)
Projects, Corporate Office,
K.R. Circle,
Bangalore-560 001.

No: GM(Proj)/DGM(NJ)/AGMP/BC-46/1757/15-16/362-69 Date: 04/05/2015.

M/s RK Associates, No. 8/1, 1st Main Road, Sulthanpalya, RT Nagar Post Bangalore -560032. SUPPLY PORTION

BY REGD. POST ACK. DUE

Sir,

Sub: Execution of balance works for running of 11kv independent feeder for bifurcation of agricultural & non-agricultural loads in LOT-30, Molakalmuru Sub-Division in BESCOM under Niranthara Jyothi scheme Phase-II on partial turnkey basis.- Reg.. Detailed Work Award for supply portion - Reg.

- Ref: 1. Our Bid Enquiry No: BESCOM/NJY/PHASE-II/PTK-89/14-15/LOT-30
 - 2. Your offer against the subject tender.
 - Techno-commercial bid opened on 23.02.2015 and Price bid opened on 25.02.2015.
 - Minutes of the 79th BESCOM Central Purchase Committee meeting held on 05.03.2015 & 07.03.2015.
 - Minutes of the 67th meeting of Board of Directors of BESCOM held on 18.03.2015.
 - LOI issued vide No. GM (Proj)/DGM (NJ)/AGMP/BC-46/1757/14-15/62-69/8.4.2015.
 - 7. Firm acceptance letter No. RKA/BESCOM/1304/15/13.04.2015
 - Your letter No. RKA/BESCOM/1604/15/16.04.2015 for furnishing Bank Guarantee for Supply portion vide BG No. 1178IBGIS150010 dated: 15.4.2015 for Rs. 82,41,100/- valid up to 12.03.2017 issued by Vijaya Bank, Bangalore.
 - 8. Contract Agreement executed on 15.04.2015.

Please find herewith enclosed Detailed Work Award (DWA) No: BESCOM/ NJY/PHASE-II/GM(PROJ)/PTK-89/MOLAKALMURU/LOT-30/SUPPLY/07/14-15/.0.4.MAY..2015. in duplicate for Supply of Materials for Execution of balance works for running of 11kv independent feeder for bifurcation of agricultural & non-agricultural loads in LOT-30, Molakalmuru Sub-Division in BESCOM under Niranthara Jyothi scheme Phase-II on partial turnkey basis.

GM (Ele) H S

The Bid document and all amendments issued thereof pertaining to subject enquiry forms a part of the Detailed Work Award. The copy of the bid document with price schedule is enclosed which is as below:

- A. Schedule of Supply Quantities.
- B. Volume I: 1. Section I, Invitation for BID (IFB).
 - 2. Section II, Instruction to Bidders (ITB).
 - 3. Section III, General terms and conditions (GCC).
 - 4. Section IV, Erection conditions of contract (ECC).
 - 5. Section V, Special Conditions of contract (SCC).
- C. Volume II: Technical Specifications, Cost date sheets & Drawings.

The Copies of Contract Agreement, PERT Charts, and Performance Security in the form of Bank Guarantee are also annexed to this Detailed Work Award.

Please acknowledge the receipt of this detailed work award within seven days of receipts, duly returning one copy of the detailed work award signed on all pages over your firms seal for acceptance.

The work shall be executed in consultation and co-ordination with the concerned BESCOM field officials. The progress of the work shall be *monitored* by the General Manager (Ele), Projects, BESCOM.

The fortnightly progress reports, turnkey materials inspection offer letter and work related correspondences shall be made to the address mentioned below:

General Manager (Ele),

Projects (Niranthara Jyothi),

Corporate Office,

BESCOM, K.R.Circle,

Bangalore.

Fax: 080-22879501, E-mail: gmprojects@bescom.co.in

Yours faithfully,

General Manager (Ele) Projects, BESCOM.

Copy to:

- 1 The Chief Engineer, Electy., (C, O & M), Chitradurga Area Zone, BESCOM.
- 2 The General Manager (I/A), Corporate office, BESCOM, K.R. Circle, Bangalore 560001.
- 3 The Superintending Engineer (Ele) (C, O&M), Davanagere Circle, BESCOM, Davanagere.
- 4 The Executive Engineer (Ele) (C, O&M), Hiriyur Division, BESCOM, Hiriyur.
- 5 The Asst. Executive Engineer, (C, O&M), Molakalmuru Sub Division, BESCOM.
- 6 The Accounts Officer, (C, O&M), Division, BESCOM, Hiriyur
- 7 PS to D(T), BESCOM, to place this before the Director (Tech), BESCOM for information.
- 8 MF/OC.

(Wholly owned Government of Karnataka Undertaking)

Detailed Work Award No: BESCOM/NJY/PHASE-II/GM (PROJ)/PTK-89/MOLAKALMURU/LOT-30/SUPPLY/07/14-15 dated: 4 MAY 2015 for Supply of Materials for Execution of balance works for running of 11kv independent feeder for bifurcation of agricultural & non-agricultural loads in LOT-30, Molakalmuru Sub-Division in BESCOM under Niranthara Jyothi scheme Phase-II on partial turnkey basis placed on M/s RK Associates, Bangalore.

- Description of the Work: Supply of Materials for Execution of balance works for running of 11kv independent feeder (07 feeders) for bifurcation of agricultural & non-agricultural loads in LOT-30, Molakalmuru Sub-Division in BESCOM under Niranthara Jyothi scheme Phase-II on partial turnkey basis.
- 2) Cost of the Detailed Work Award (Supply Portion):

Rs. 8,24,10,914.00 (Rupees Eight Crore Twenty Two Lakh Ten Thousand Nine Hundred and Fourteen only). The contract Price is inclusive of all taxes and duties, levies, freight and insurance, and any other taxes. BESCOM will not pay any taxes, whatsoever in respect of this contract. The item wise approved prices for supply of materials/equipments are enclosed herewith as annx.A.

3) Completion period:

The Work shall be commenced within 15 days from the date of issue of LOI and completed & commissioned in 8 months thereafter INCLUDING MONSOON PERIOD. However, early completion of works is preferred.

4) Price basis:

The quoted Prices shall remain fixed during the Performance of the Contract.

5) Liquidated Damages:

The firm shall clearly note that time is the essence of the Contract and the lines and transformers shall be completed within the Time frame specified in Clause No.10.1 of GCC of tender document and hence no time extension shall be allowed on any account. If the Contractor fails to successfully complete the Trial Operation in terms of the Contract, within the time fixed under the Contract or any extension thereof granted by the Owner by way of Amendment to the Notification of Award/ Contract Agreement, the Contractor shall pay to the Owner, as Liquidated Damages @ 10% of the contract value.

5.1) Penalty:

The penalty shall be ½% per week of delay or part thereof subject to a maximum of 10% on the portion of the work which is not completed for beneficial use within the time stipulated in relevant clause of the contract.

The total amount of penalty for delay under the Contract shall be subject to a Maximum of Ten percent (10%) of the total Contract Price & the Owner has got every right to terminate the Contract without any liability if it crosses 10%.

6) Guarantee:

The Contractor shall warrant that the Equipment supplied by him will be new, unused and in accordance with the Contract Documents and free from defects in Material and Workmanship for a period of twelve (12) Calendar Months commencing immediately upon the satisfactory commissioning.

7) Taxes and Duties:

The amount of award is inclusive of all taxes and duties, levies, freight and insurance, entry tax and any other taxes. BESCOM will not pay any taxes, whatsoever in respect of this contract.

Any duty, tax or levies that are applicable in respect of transaction between the firm and BESCOM, which is not included in the Bid, shall be to your account and BESCOM shall have no liability whatsoever in this regard.

In case of change in the source of the materials, the additional tax liability will be to Contractors account.

8) Completeness:

- i. All the necessary equipments and materials that are required for the work even though they have not been mentioned in the specifications but are necessary for successful operation of the subject work are deemed to be included in the specification and bidder shall supply these materials at prevailing SR cost.
- The pole shall be clearly engraved and indelibly marked with the following particulars.
 - a. Month and year of manufacture
 - b. Transverse strength of pole in Kg
 - c. Pole Sl.No.
 - d. Line indicating depth of planting at 1.7 mtr.
 - e. Engraved letters indicating BESCOM, NJY.

9) Payment:

The terms of Payments will be as stated below:

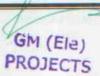
- (1) Fifty percent (50%) of the Ex works price of the Materials supplied with 100% taxes and duties and 100% Freight & Insurance charges(if any) (on receipt of 1st Bill after supply of Turnkey Materials) shall be paid subject to the following:
 - i. Copy of the Certificate of Transit Insurance.
 - Pre-dispatch clearance certificate issued by the owner, prior to dispatch of the Consignment.
 - iii. Contractor's Detailed Invoice.
 - iv. Test Certificates.
 - v. Physical Verification Certificate by the site Engineers.
 - vi. The sub vendor's invoice/ delivery challan.
- (2) Twenty percent (20%) of Ex-works price of materials supplied shall be paid on erection of the equipments/materials.

The above Payment terms are Subject to the following conditions stated herein below:

- i. The Paying authority, Should ensure before making any payment towards materials received that the material has been supplied as per BAR and PERT Chart pertaining to the work concerned.
- ii. The work is going according to the plan.
- iii. Notwithstanding anything contained to the contrary in the Bid documents, storage insurance for materials stored at the site by the contractor shall be to the account of the Contractor alone and no amount whatsoever is payable by the BESCOM.
- (3) Thirty percent (30%) of Ex-works price of materials supplied shall be paid on Commissioning of the works on feeder wise basis as specified in the DWA.

The Bills will be passed on the basis of the following certificates:

- Certificate recorded by the Contractor that the Materials/Equipments are received as per the Terms and Conditions of the Purchase order placed for Materials and Turnkey Agreement entered into by him with BESCOM.
- 2. Certificate recorded by the Junior Engineer, Elec/Asst. Engineer, Elec designated as "Site Engineer or Engineer in charge of Work" to the effect that the Materials/Equipments are actually received in the Store of the Turnkey Contractor or at Site as per the Terms and Conditions of the



DWA placed for supply of Materials and Turnkey Agreement entered into by him with BESCOM.

- Certificate by the Asst. Executive Engineer, Elec, who is the Sub-Divisional Officer in charge of the Contract to the effect of the receipt of Materials/Equipments.
- Countersignature of the Executive Engineer, Elec in charge of the Work and who is the Divisional Officer under whose jurisdiction the Contract is being executed.

The Payments will be made as per clause no. 8.0, Special Conditions of Contract stipulated in the tender documents at the office of the Executive Engineer (Ele), O&M Division, BESCOM, Hiriyur.

10) Jurisdiction of contract:

The laws applicable to the contract shall be laws in force in India. The courts of Bangalore shall have exclusive jurisdiction in all matters arising under this contract.

- 11) All technical specification and commercial terms and conditions as per specification shall be complied with, except for deviation specifically discussed and agreed too.
- 12) The Contractor shall be responsible for guaranteed performance and timely completion of the total contract.
- 13) This Detailed Work award shall be read in conjunction with the letter of Intent issued, Contract Agreement, Performance Guarantee and Bid Documents of the Subject enquiry along with subsequent Amendments if any issued by this office.
- 14) You have to make arrangement for the transportation of materials supplied by BESCOM from respective BESCOM Divisional Stores to work spot at your own cost.
- 15) The materials which are taken over from the M/s Deepak Cables (India) Ltd., Bangalore for the short closed contract of LOT-21 (Molakalmur), NJY, shall be utilized for execution of the balance works and shall not be limited to the materials listed in the annexure-1. Any further materials available & handed over shall also be drawn from the respective store and same shall be utilized for the proposed work.

GM (Ele) PROJECTS

- 16) Supply of all the material in stages (except the materials supplied by BESCOM required for completeness of the line) shall be supplied in accordance to the requirement of the work from time to time. Any material already supplied but not required for the work shall be taken back by the contractor. The bills paid towards these materials shall be adjusted in the future/final bills.
- 17) The work shall be executed in consultation with concerned BESCOM field officials. The progress of the work will be monitored by the General Manager (Ele), Projects, BESCOM.
- 18) Any other Electrical and/or civil works including supply and erection which are not included in the item rate schedule of contract, but required for completion of the project shall be carried out by the Contractor with due authorization from the local field officers at the prevailing SR and shall be considered to be included in the scope of the work.
- 19) The fortnightly progress reports, turnkey materials inspection offer letter and work related correspondences/activities shall be made to the O/o General Manager (Ele), Projects, BESCOM, Bangalore.
- 20) Check survey, detailed survey has to be carried out in consultation and coordination with the concerned field officers as the case may be. The discrepancies if any shall be brought to the notice of the BESCOM authority before taking up the works.
- 21) All other terms and conditions, which are not specifically mentioned in this detailed work award, are deemed to be included and applicable as per bid document.

General Manager (Ele)
Projects, BESCOM.



(Wholly owned Government of Karnataka Undertaking)

Ph:080-22085232 Fax: 080-22085234

E-mail: gmnj.work@gmail.com

General Manager (Ele) Projects, Corporate Office, K.R. Circle, Bangalore-560 001.

No: GM(Proj)/DGM(NJ)/AGMP/BC-46/1757/15-16/370-77 Date: 0 4 MAY 2015

M/s RK Associates, No. 8/1, 1st Main Road, Sulthanpalya, RT Nagar Post Bangalore -560032.

ERECTION PORTION

BY REGD. POST ACK. DUE

Sir,

Sub: Execution of balance works for running of 11kv independent feeder for bifurcation of agricultural & non-agricultural loads in LOT-30, Molakalmuru Sub-Division in BESCOM under Niranthara Jyothi scheme Phase-II on partial turnkey basis. Reg.- Detailed Work Award for Erection portion - reg.

- Ref: 1. Our Bid Enquiry No: BESCOM/NJY/PHASE-II/PTK-89/14-15/LOT-30
 - 2. Your offer against the subject tender.
 - 3. Techno-commercial bid opened on 23.02.2015 and Price bid opened on 25.02.2015.
 - 4. Minutes of the 79th BESCOM Central Purchase Committee meeting held on 05.03.2015 & 07.03.2015.
 - 5. Minutes of the 67th meeting of Board of Directors of BESCOM held on 18.03.2015.
 - LOI issued vide No. GM (Proj)/DGM (NJ)/AGMP/BC-46/1757/14-15/62-69/8.4.2015.
 - 7. Firm acceptance letter No. RKA/BESCOM/1304/15/13.04.2015
 - 8. Your letter No. RKA/BESCOM/1604/15/16.04.2015 for furnishing Bank Guarantee for Supply portion vide BG No. 1178IBGIS150009 dated: 15.4.2015 for Rs. 25,25,800/- valid up to 12.03.2017 issued by Vijava Bank, Bangalore.
 - Contract Agreement executed on 15.04.2015.

Please find herewith enclosed Detailed Work Award (DWA) No: BESCOM/ NJY/PHASE-duplicate for Erection of Materials for Execution of balance works for running of 11kv independent feeder for bifurcation of agricultural & non-agricultural loads in LOT-30, Molakalmuru Sub-Division in BESCOM under Niranthara Jyothi scheme Phase-II on partial turnkey basis.

> GM (Ele) PROJECTS

The Bid document and all amendments issued thereof pertaining to subject enquiry forms a part of the Detailed Work Award. The copy of the bid document with price schedule is enclosed which is as below:

- A. Schedule of Supply Quantities.
- B. Volume I: 1. Section I, Invitation for BID (IFB).
 - 2. Section II, Instruction to Bidders (ITB).
 - 3. Section III, General terms and conditions (GCC).
 - 4. Section IV, Erection conditions of contract (ECC).
 - 5. Section V, Special Conditions of contract (SCC).
- C. Volume II: Technical Specifications, Cost date sheets & Drawings.

The Copies of Contract Agreement, PERT Charts, and Performance Security in the form of Bank Guarantee are also annexed to this Detailed Work Award.

Please acknowledge the receipt of this detailed work award within seven days of receipts, duly returning one copy of the detailed work award signed on all pages over your firms seal for acceptance.

The work shall be executed in consultation and co-ordination with the concerned BESCOM field officials. The progress of the work shall be *monitored* by the General Manager (Ele), Projects, BESCOM.

The fortnightly progress reports, turnkey materials inspection offer letter and work related correspondences shall be made to the address mentioned below:

General Manager (Ele),

Projects (Niranthara Jyothi),

Corporate Office,

BESCOM, K.R.Circle,

Bangalore.

Fax: 080-22879501, E-mail: gmprojects@bescom.co.in

Yours faithfully,

General Manager (Ele) Projects, BESCOM.

Copy to:

- 1 The Chief Engineer, Electy., (C, O & M), Chitradurga Area Zone, BESCOM.
- 2 The General Manager (I/A), Corporate office, BESCOM, K.R. Circle, Bangalore 560001.
- 3 The Superintending Engineer (Ele) (C, O&M), Davanagere Circle, BESCOM, Davanagere.
- 4 The Executive Engineer (Ele) (C, O&M), Hiriyur Division, BESCOM, Hiriyur.
- 5 The Asst. Executive Engineer, (C, O&M), Molakalmuru Sub Division, BESCOM.
- 6 The Accounts Officer, (C, O&M), Division, BESCOM, Hiriyur
- 7 PS to D(T), BESCOM, to place this before the Director (Tech), BESCOM for information.
- 8 MF/OC.

(Wholly owned Government of Karnataka Undertaking)

Detailed Work Award No: BESCOM/NJY/PHASE-II/GM (PROJ)/PTK-89/MOLAKALMURU/LOT-30/SUPPLY/07/14-15 dated: 0..4. MAY... 2016 Erection & Commissioning of Materials for execution of balance works for running of 11kv independent feeder for bifurcation of agricultural & non-agricultural loads in LOT-30, Molakalmuru Sub-Division in BESCOM under Niranthara Jyothi scheme Phase-II on partial turnkey basis placed on M/s RK Associates, Bangalore.

1) Description of the Work: Erection & Commissioning of Materials for execution of balance works for running of 11kv independent feeder (7 feeders) for bifurcation of agricultural & non-agricultural loads in LOT-30, Molakalmuru Sub-Division in BESCOM under Niranthara Jyothi scheme Phase-II on partial turnkey basis.

2) Cost of the Detailed Work Award (Erection Portion):

Rs. 2,52,57,949.00 (Rupees Two Crores Fifty Two Lakhs Fifty Seven Thousand Nine hundred and Fourty Nine only) inclusive of all applicable taxes. The item wise approved prices for erection and commission of the equipments are enclosed herewith as annx.A.

3) Completion period:

The Work shall be commenced within 15 days from the date of issue of LOI and completed & commissioned in 8 months thereafter INCLUDING MONSOON PERIOD. However, early completion of works is preferred.

4) Liquidated Damanges:

The firm shall clearly note that time is the essence of the Contract and the lines and transformers shall be completed within the Time frame specified in Clause No.10.1 of GCC of tender document and hence no time extension shall be allowed on any account. If the Contractor fails to successfully complete the Trial Operation in terms of the Contract, within the time fixed under the Contract or any extension thereof granted by the Owner by way of Amendment to the Notification of Award/Contract Agreement, the Contractor shall pay to the Owner, as Liquidated Damages @ 10% of the contract value.

PROJECTS

Page 3

5) Penalty:

The penalty shall be ½% per week of delay or part thereof subject to a maximum of 10% on the portion of the work which is not completed for beneficial use within the time stipulated in relevant clause of the contract.

The total amount of penalty for delay under the Contract shall be subject to a Maximum of Ten percent (10%) of the total Contract Price & the Owner has got every right to terminate the Contract without any liability if it crosses 10%.

6) Taxes and Duties:

The amount of award is inclusive of Service tax, EPF and any other taxes. BESCOM will not pay any taxes, whatsoever in respect of this contract.

Any other taxes and levies that are applicable in respect of transaction between the firm and BESCOM, which is not included in the Bid, shall be to your account and BESCOM shall have no liability whatsoever in this regard.

The applicability of tax deduction at source under VAT for the Works Contract, service tax on reverse charge basis and Building & Other Construction Workers Welfare Cess shall be applicable as per circular No. BESCOM/BC-43/F-1280/2014-15/cys-19/16.7.2014. A copy of the circular is enclosed as annexure-B.

The prevailing rate of Service Tax as on Techno Commercial bid submission date is 12.36% and the same is included in the total price. As the Joint charge mechanism is introduced in respect of Service Tax "50% of the applicable service tax on the service/labour portion of the works contracts shall be deducted under Joint Charge Mechanism' concept introduced w.e.f 01.07.2012 as per Government of India, Ministry of Finance (Department of Revenue) vide notification no. 30/2012 dated 20.06.2013 and remitted to the concerned department" in case of the service provider is an individual HUF, Partnership firm or Association of persons. In case of a Company, Service Tax as applicable shall be borne by the service provider and not by the BESCOM.

As per clause no. 13.15, ITB, Commercial conditions, Building and other construction workers welfare Cess at the rate of 1% under Building & Other Construction Workers Welfare Cess Act 1996 will be deducted and remitted to the Karnataka state building & other construction workers welfare Board.

7) Completeness:

i. Erection of all the necessary equipments and materials that are required for the work even though they have not been mentioned in the specifications, but are

GM (Ele)

necessary for successful operation of the subject work are deemed to be included in the specification and bidder shall erect these materials at prevailing SR cost.

- ii. The Niranthara Jyothi poles shall be painted with two colours of Red & Green as specified under:
 - The painting shall be done at the height of 5 feet from the ground level.
 - The Green colour shall be painted at the upper side & Red colour shall be painted below the Green colour.
 - · The width of painting of both colours shall be a minimum of 6 inches.

8) Payment:

The terms of Payments will be as stated below:

- a) Ninety percent (90%) of the total erection and civil works price component of the package shall be progressively made on prorate basis on certification by the Engineer, for:
 - i) The quantum of work completed.
 - ii) The successful completion of quality check point involved in the Erection.
- b) Ten percent (10%) of the total Erection and Civil works price component of the package shall be paid on successful completion and commission of the lines and Transformers in accordance with Clause No: 9.0 of Section-V, special conditions of contract-SCC, Volume-I
- c) The Payments will be made as per clause no. 8.0, Special Conditions of Contract stipulated in the tender documents at the office of the Executive Engineer (Ele), O&M Division, BECOM, Hiriyur.

9) Jurisdiction of contract:

The laws applicable to the contract shall be laws in force in India. The courts of Bangalore shall have exclusive jurisdiction in all matters arising under this contract.

- 10) All technical specification and commercial terms and conditions as per specification shall be complied with, except for deviation specifically discussed and agreed too.
- 11) The Contractor shall be responsible for guaranteed performance and timely completion of the total contract.
- 12) This Detailed Work award shall be read in conjunction with the letter of Intent issued, Contract Agreement, Performance Guarantee and Bid Documents of the Subject enquiry along with subsequent Amendments if any issued by this office.

GM (Ele) PROJECTS

- 13) The P.F. and E.S.I. account numbers of the persons deployed for the Project and statement of the recoveries towards P.F. and E.S.I. shall be furnished as per the statutory requirements to the concerned Payment division.
- 14) Any other Electrical and/or civil works including supply and erection which are not included in the item rate schedule of contract, but required for completion of the project shall be carried out by the Contractor with due authorization from the local field officers at the prevailing SR and shall be considered to be included in the scope of the work.
- 15) The materials which are taken over from the M/s Deepak Cables (India) Ltd., Bangalore for the short closed contract of LOT-21 (Molakalmur), NJY shall be utilized for execution of the balance works.
- 16) All other terms and conditions, which are not specifically mentioned in this detailed work award, are deemed to be included and applicable as per bid document.

General Manager (Ele) Projects, BESCOM.